



## TERMS AND CONDITIONS OF PURCHASE FOR THIS SALE

-18% service charge will be added to your invoice for each of the prizes won. Payment accepted: debit card, credit for purchases of \$1000 or less and bank transfer, interac transfer. Loading or dismantling costs may be added depending on the case.

-25% of the amount must be paid on the day of the auction. The balance of payment must be paid in full within 24 hours of the sale. If the amount is \$5,000 or less, the buyer will have to pay his entire invoice on the day of the auction. All payments must be made in the name of: Encan Ouellette

1. Federal and provincial sales taxes must be paid to: Auction Ouellette at the time of sale. Tax-exempt purchasers must provide satisfactory evidence of their exemption. In the absence of satisfactory proof, buyers will have to pay the said taxes.

2. All items will be auctioned to the highest bidder and: Auction Ouellette reserves the right to sell items in individual or grouped lots. In the event of a dispute between 2 or more bidders over any bid, the lot in question may, at the discretion of the auctioneer, be put up for bidding and readjudged. The auctioneer shall lay down all rules relating to the conduct of auctions and its decisions shall be final and binding on all bidders.

3. All sales are final, without any conditions or warranty of any kind, express or implied, or statutory or otherwise, warranties or conditions regarding title, description, fitness for use, quantity, quality, commercial value, condition, condition, location or otherwise. No sale will be invalidated (and Auction Ouellette will not be held liable) in the event of a misdescription of an item or lot, whether in a catalogue, advertisement, or otherwise, the descriptions are intended to be mere guides and the buyer should not seek specific or complete details, buyers will be expected to rely entirely on their own inspections and investigations.

The purchaser is deemed to have examined the merchandise and declares himself satisfied and accepts it as is at his own risk and peril and assumes the costs of repairs including non-visible parts and thus exempts: Auction Ouellette and its owners from any possible lawsuit.

This equipment contains or may contain defective parts that are visible and others that are not visible. It would be preferable to repair these defects.

However, the buyer prefers to buy the equipment at a lower price and refurbish it as needed.

Filter and antifreeze oils must be checked by the purchaser before using the equipment described in the invoice. ALL SALES ARE FINAL.

In the event that assistance in transporting items is provided by our employees, we release ourselves from any liability in the event of a breakdown.

4. Before taking possession of your property, the buyer must provide proof of a change of ownership, if applicable, to Auction Ouellette, and must have made payment in full. All items purchased must be removed within five days of the auction date. The buyer shall be liable for transport costs and, without limitation, for any damage to the environment during or as a result of collection. Buyers will be required to comply with all environmental laws and regulations and all auctioneer requirements regarding the removal of items, including those relating to movers' bonding.

5. The transfer documents in the possession of the auctioneer, including engine registration certificates, will be delivered to the buyer on the day of the auction or as soon as these documents are available and payment is complete.

6. All the equipment of this sale is sold on consignment for the owner's account by Auction Ouellette.



7. Buyer shall ensure that: The Equipment is not subject to any claim, collection, application or imposition of any tax whatsoever, nor any mortgage, priority claim, charge, charge, security or demand of any competent authority of any kind, despite past, present or future use to which the Equipment may be assigned, if such is the case, Buyer releases Auction Ouellette from any claim.
8. If the auctioneer is unable to deliver an item as a result of fire, theft or for any other reason, the auctioneer shall reimburse the buyer for all amounts paid by the buyer in respect of that item and the auctioneer shall not be liable to the buyer for any damage caused by or in connection with such loss, including without limitation any damage due to loss of profit.
9. The auctioneer reserves the right to refuse any person the privilege of making an offer or being present.
10. In the event that the buyer fails to pay or collect the goods within the time limits mentioned above, the buyer will lose his deposit, and the auctioneer may resell the item at auction, by private contract or otherwise, at the discretion of the auctioneer.
11. No buyer may assign, transfer or dispose of his rights to a particular item until he has paid for it in full.
12. Auction Ouellette is solely engaged as a consignment seller and is not responsible for any broken, stolen, counterfeit, and accidental items that may occur on the auction site.
13. The bidder agrees to repair at its own expense a lot purchased during the auction so that it is in a state of safe operation and, in particular, a state that meets the standards and requirements of applicable authorities, law, or regulations.
14. The bidder acknowledges that the location of the auction can be dangerous. Flammable, noxious, corrosive and pressurized substances are present, heavy machinery is used. Anyone on the auction site is at their own risk. No one may submit claims against: Encan Ouellette, their employees, and the owner of the premises.
15. The buyer becomes responsible for purchases upon acceptance of his bid and assumes the risks. The buyer has the responsibility to insure his purchases without delay. Auction Ouellette is not responsible for the loss of a purchase or damage caused to it after the auction. The buyer has 5 days to come and pick up the purchased equipment, after this payment a penalty of 50\$ per lot, per day will be charged, and if necessary you will be charged for your stay.
16. Anyone who wins his bet will be considered the owner from that moment onwards. If the same person is the owner of the equipment, he or she will be responsible for paying the established auction fees for the sale.
17. Fees for management, decontamination, equipment loading, fuel, oil etc. can be added to your expenses.
18. When dismantling your equipment, the purchaser must provide proof of liability insurance of at least \$2 million covering the property and immovables of others. The work requiring a skilled trade must be carried out by them, e. g.: (electricity = electrician)
19. The buyer is liable to a penalty of 25% of the amount in the event that he cancels a purchase.
20. The odometers indicated in the description are unverified. We are not responsible for the odometer shown on vehicles.
21. Certain lots are awarded with the seller's approval.

Signature of the buyer: \_\_\_\_\_ Date: \_\_\_\_\_